

THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 13376 of 2006

Dated: 30-11-2006

Between:

Inturi Lakshmana Mohana Rao

..... PETITIONER

AND

A.P. Housing Board,
Gruhakalpa Complex, Nampally
Hyderabad, rep., by its Vice-Chairman
And Housing Commissioner and two others.

.....RESPONDENTS

THE HON'BLE Ms. JUSTICE G.ROHINI

WRIT PETITION NO: 13376 of 2006

ORDER:

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This writ petition is filed seeking a declaration that the proceedings of the first respondent dated 18-04-2006 cancelling the allotment of MIG.II house bearing No.31 in Phase-IX of Kukatpally Housing Board Colony, Hyderabad in favour of the petitioner is arbitrary and illegal.

I have heard the learned counsel for both the parties.

As can be seen from the material on record, the petitioner was allotted the house in question in the year 1995. Though the petitioner had paid a sum of Rs.94,800/- towards down payment as well as subsequent installments, since the petitioner was away at Eluru, the lease cum sale agreement could not be executed and the petitioner was also not handed over the possession of the house. During the months of February and March, 2006, the petitioner paid a sum of Rs.5,00,000/- under five demand drafts of Rs.1,00,000/- each towards balance of sale consideration. However, the second respondent by letter dated 06-03-2006 informed the petitioner that a sum of Rs.4,98,327/- is due from him and unless the said amount is paid and the agreement is executed within seven days, the allotment would be cancelled and the amount already paid would be forfeited. Immediately, the petitioner gave a reply on 03-04-2006 bringing to the notice of the second respondent that he has already paid a sum of Rs.5,00,000/- by way of demand drafts out of which two demand drafts still remained in the custody of the respondents. The petitioner made request to the second respondent to return the said two demand drafts

each for Rs.1,00,000/- sent by him in February, 2006 so that, he would en-cash them and pay a sum of Rs. 4,98,327/- as required in the notice dated 06-03-2006. Pursuant thereto, the impugned proceedings dated 18-04-2006 were issued under which while returning the two demand drafts to the petitioner, the allotment order was also cancelled on the ground that the petitioner failed to comply with the notice dated 06-03-2006.

In the counter affidavit filed on behalf of the respondents, the fact that the petitioner had earlier remitted a sum of Rs.5,00,000/- under five different demand drafts has not been disputed. As a matter of fact, out of the said five demand drafts, three demand drafts were returned along with the notice dated 06-03-2006 and the remaining two were returned along with the impugned proceedings. Thus, it is clear that the petitioner had made the entire payment much prior to the demand notice dated 06-03-2006.

In the light of the undisputed facts, it cannot be held that there are any lapses on the part of the petitioner. Hence, the impugned order of cancellation, which is illegal is hereby set aside.

The writ petition is accordingly disposed of granting liberty to the petitioner to remit a sum of Rs.4,98,327/- within a period of four weeks from the date of receipt of a copy of this order. If such payment is made within the time fixed above, the respondent shall receive the same and process the case of the petitioner for registration of the house allotted to him in accordance with law. No costs.

G. ROHINI, J

Dated: 30-11-2006
KLP

